

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Tany Keo	Debtor(s)	CHAPTER 13
MIDFIRST BANK	Movant	
vs.		
Tany Keo	Debtor(s)	NO. 19-10698 MDC
Sophy Ly Phoumisack Soulivong	Co-Debtors	
William C. Miller Esq.	Trustee	11 U.S.C. Section 362

**MOTION OF MIDFIRST BANK  
FOR RELIEF FROM THE AUTOMATIC STAY  
UNDER SECTION 362 and 1301**

1. Movant is MIDFIRST BANK.
2. Debtor and co-debtors are the owner(s) of the premises 81 Red Cedar Drive, Levittown, PA 19055, hereinafter referred to as the mortgaged premises.
3. Movant is the holder of a mortgage, original principal amount of \$233,689.00 on the mortgaged premises that was executed on October 23, 2015. Said mortgage was recorded on October 23, 2015 at Instrument Number 2015065580 in Bucks County. The Mortgage was subsequently assigned to Movant by way of Assignment of Mortgage recorded on November 21, 2018, at Instrument Number 2018064415 in Bucks County.
4. William C. Miller Esq., is the Trustee appointed by the Court.
5. The commencement and/or continuation of the mortgage foreclosure proceedings by reason of non-payment of monthly mortgage payments were stayed by the filing of a Chapter 13 Petition in Bankruptcy by the Debtor(s).
6. Debtor and co-debtors have failed to make the monthly post-petition mortgage payments in the amount of \$1,989.75 for the months of May 2019 through July 2019 with late charges totaling \$159.18.
7. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred \$850.00 in

legal fees and \$181.00 in legal costs. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

8. The total amount necessary to reinstate the loan post-petition is \$6,128.43 (plus attorney's fees & costs).

9. Movant is entitled to relief from stay for cause.

10. Movant further seeks relief in order to, at its option, offer, provide and enter into any potential forbearance agreement, loan modification, refinance agreement or other loan workout/loss mitigation agreement. Movant may contact Debtor(s) via telephone or written correspondence to offer such an agreement. Any such agreement shall be non-recourse unless included in a reaffirmation agreement.

12. This motion and the averments contained therein do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the mortgage and applicable law.

WHEREFORE, Movant prays that an Order be entered modifying the Stay and permitting Movant to proceed with its mortgage foreclosure on the mortgaged premises, and to allow the Sheriff's Grantee to take any legal action to enforce its right to possession of the mortgage premises. Further, Movant prays that an Order be entered awarding Movant the costs of this suit, reasonable attorney's fees in accordance with the mortgage document and current law together with interest.

**/s/ Kevin G. McDonald, Esquire**  
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